

Clarion

Clarion Employee Organization (Mixed)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

RESOLUTION NUMBER 06-14
UNIT FYE 2007 WAGES

ARTICLE 1: PREAMBLE

THE CITY OF CLARION, IOWA, HEREINAFTER REFERRED TO AS THE CITY COUNCIL AND THE CLARION EMPLOYEES ORGANIZATION, HEREINAFTER REFERRED TO AS THE ORGANIZATION, AGREE AS FOLLOWS:

ARTICLE 2: RECOGNITION

THE CITY COUNCIL, HEREBY RECOGNIZES THE CLARION EMPLOYEES ORGANIZATION, AS THE CERTIFIED EXCLUSIVE AND SOLE BARGAINING REPRESENTATIVE FOR PERSONNEL AS SET FORTH IN THE PERB CERTIFICATION INSTRUMENT AMENDMENT (CASE 5809) ON THE 20TH DAY OF FEBRUARY, 1998. THE UNIT DESCRIBED IN THE ABOVE CERTIFICATION IS AS FOLLOWS:

INCLUDED: ALL REGULAR FULL-TIME EMPLOYEES IN THE STREET DEPARTMENT, WATER PLANT DEPARTMENT, WASTE WATER PLANT DEPARTMENT, AND ALL OTHER FULL-TIME EMPLOYEES OF OUTSIDE WORK FORCE NOT ASSIGNED TO THESE DEPARTMENTS.

EXCLUDED: CITY ADMINISTRATOR, DEPUTY CITY CLERK, PUBLIC WORKS DIRECTOR, CHIEF OF POLICE, ASSISTANT CHIEF, AND ALL OTHER MEMBERS OF THE POLICE DEPARTMENT, AND ALL OTHER EMPLOYEES OF THE CITY OF CLARION AND ALL OTHER EMPLOYEES EXCLUDED BY CHAPTER 4 OF PUBLIC EMPLOYMENT RELATIONS ACT.

DEFINITION: THE TERM "EMPLOYEE" AS USED IN THIS AGREEMENT, SHALL MEAN ALL EMPLOYEES REPRESENTED BY THIS CLARION EMPLOYEES ORGANIZATION IN THE BARGAINING UNIT AS DEFINED AND CERTIFIED BY THE PUBLIC EMPLOYMENT RELATIONS BOARD. (PERB)

ARTICLE 3: GRIEVANCE PROCEDURE

- A. A GRIEVANCE IS A CLAIM BY AN EMPLOYEE, A GROUP OF EMPLOYEES, OR THE ORGANIZATION THAT THERE HAS BEEN A VIOLATION, MISINTERPRETATION, OR MISAPPLICATION OF ANY PROVISION OF THE AGREEMENT. EVERY EMPLOYEE COVERED BY THIS AGREEMENT SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES IN ACCORDANCE WITH THESE PROCEDURES.
- B. THE FAILURE OF AN EMPLOYEE, A GROUP OF EMPLOYEES OR THE ORGANIZATION TO ACT ON ANY GRIEVANCE WITHIN THE PRESCRIBED TIME LIMITS WILL ACT AS A BAR TO ANY FURTHER APPEALS. AN ADMINISTRATOR'S FAILURE TO GIVE A SATISFACTORY DECISION WITHIN THE TIME LIMITS SHALL PERMIT THE GRIEVANT TO PROCEED TO THE NEXT STEP. THE TIME LIMITS, HOWEVER, MAY BE EXTENDED BY MUTUAL AGREEMENT.
- C: IT IS AGREED THAT ANY INVESTIGATION OR OTHER HANDLING OR PROCESSING OF ANY GRIEVANCE BY THE GRIEVANT SHALL BE CONDUCTED SO AS TO RESULT IN NO INTERFERENCE WITH OR INTERRUPTION WHATSOEVER OF THE WORK ACTIVITIES OF THE CITY OF CLARION.

1. STEPS IN FOLLOWING GRIEVANCE PROCEDURE:

- A. AN ATTEMPT SHOULD BE MADE TO RESOLVE THE GRIEVANCE IN INFORMAL, VERBAL DISCUSSION BETWEEN THE GRIEVANT AND HIS OR HER SUPERVISOR WITHIN THE DEPARTMENT OF WHICH INCIDENT TOOK PLACE.
- B. IF THE GRIEVANCE CANNOT BE RESOLVED INFORMALLY, THE GRIEVANT MAY FILE THE GRIEVANCE IN WRITING, AND DELIVER IT TO THE PUBLIC WORKS DIRECTOR. THE WRITTEN GRIEVANCE, SHALL NOTE THE SPECIFIC CLAUSE OR CLAUSES OF THE AGREEMENT, AND SHALL STATE THE REMEDY REQUESTED. THE FILING OF THE FORMAL WRITTEN GRIEVANCE MUST BE WITHIN FIFTEEN (15) WORKING DAYS FROM THE DATE OF OCCURRENCE OF THE EVENT GIVING RISE TO THE GRIEVANCE. THE PUBLIC WORKS DIRECTOR SHALL MAKE A DECISION ON THE GRIEVANCE AND COMMUNICATE IN WRITING TO THE GRIEVANT, THE SUPERVISOR AND THE CITY ADMINISTRATOR.
- C. IN THE EVENT A GRIEVANCE HAS NOT BEEN SATISFACTORILY RESOLVED AT STEP B., THE GRIEVANT MAY FILE WITHIN FIVE WORKING DAYS THE WRITTEN DECISION OF THE SECOND STEP AND A COPY OF THE GRIEVANCE WITH THE CITY ADMINISTRATOR. WITHIN TEN WORKING DAYS AFTER SUCH GRIEVANCE IS FILED, THE CITY ADMINISTRATOR, OR HIS OR HER DESIGNEE, SHALL FILE AN ANSWER AND COMMUNICATE IT IN WRITING TO THE GRIEVANT, THE PUBLIC WORKS DIRECTOR AND THE CITY COUNCIL EMPLOYEE RELATIONS COMMITTEE.
- D. IF THE GRIEVANCE IS NOT SATISFACTORILY RESOLVED AT STEP C., THERE SHALL BE AVAILABLE A FINAL STEP OF IMPARTIAL, BINDING ARBITRATION. THE GRIEVEIANT MAY SUBMIT IN WRITING, ALONG WITH THE CLARION EMPLOYEES ORGANIZATION, A REQUEST TO THE CITY ADMINISTRATOR TO ENTER INTO ARBITRATION. THIS REQUEST MUST BE SUBMITTED WITHIN TWENTY (20) WORKING DAYS FROM RECEIPT OF ANSWER TO STEP C.

2. ARBITRATION PROCEDURES FOR GRIEVANCES COVERED IN THIS ARTICLE:

AN ARBITRATOR TO BE SELECTED BY THE PARTIES WITHIN FIVE (5) WORKING DAYS SHALL CONDUCT THE ARBITRATION PROCEEDING.

- A. THE ARBITRATOR, IN HIS OR HER OPINION, SHALL NOT AMEND, MODIFY, NULLIFY, IGNORE, OR ADD TO THE PROVISIONS OF THE AGREEMENT. HIS OR HER AUTHORITY SHALL BE STRICTLY LIMITED TO DECIDING ONLY THE ISSUE OR ISSUES PRESENTED TO HIM IN WRITING BY THE CITY ADMINISTRATOR, OR HIS OR HER DESIGNEE. HIS OR HER DECISION MUST BE BASED SOLELY AND ONLY UPON HIS RELEVANT LANGUAGE OF THE AGREEMENT. THE ARBITRATOR SO SELECTED SHALL CONFER WITH THE CITY ADMINISTRATOR, THE CITY COUNCIL EMPLOYEE RELATIONS COMMITTEE AND THE ORGANIZATION AND SHALL HOLD HEARINGS PROMPTLY. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND SHALL SET FORTH HIS FINDING OF FACTS, REASONING AND CONCLUSION ON THE ISSUE OR ISSUES SUBMITTED.
- B. EXPENSES FOR THE ARBITRATOR'S SERVICES SHALL BE BORNE EQUALLY BY THE CITY OF CLARION AND THE ORGANIZATION.
- C. ALL MEETINGS AND HEARINGS UNDER THIS PROCEDURE SHALL BE CONDUCTED IN PRIVATE AND SHALL INCLUDE ONLY WITNESSES, THE PARTIES IN INTEREST, AND THEIR DESIGNATED OR SELECTED REPRESENTATIVES.

ARTICLE 4: PAY AND BENEFITS

THIS AGREEMENT SHALL BE EFFECTIVE FROM JULY 1, 2006 AND SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT UNTIL ITS EXPIRATION ON JUNE 30, 2007.

WRITTEN NOTICE MUST BE SERVED ON THE OTHER PARTY SHOULD EITHER PARTY DESIRE TO MODIFY, AMEND OR TERMINATE THIS AGREEMENT BY June 26, 2006,. THIS AGREEMENT WILL REMAIN IN EFFECT FROM YEAR TO YEAR AFTER THE EXPIRATION DATE, IF WRITTEN NOTICE IS NOT OTHERWISE RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THE CLARION CITY COUNCIL THAT THE FOLLOWING EMPLOYEES BE PAID THE SALARIES LISTED BEGINNING THE FIRST PAY PERIOD AFTER JULY 1, 2006. THE FOLLOWING PAY REFLECTS THE POSITION NOT THE EMPLOYEE.

MIKE ANDERSON	SEWER PLANT OPERATOR/FOREMAN	<u>\$ 33,647.00</u>
TIM FLETCHER	WATER PLANT OPERATOR/FOREMAN	<u>\$ 33,647.00</u>
JON DEVRIES	ASSISTANT PUBLIC WORKS DIRECTOR	<u>\$ 34,997.00</u>
TERRY LYONS	STREET FOREMAN	<u>\$ 33,647.00</u>
BRIAN MARKER	CITY CREW LABORER	<u>\$ 32,297.00</u>
RANDY PALOMINO	CITY CREW LABORER	<u>\$ 31,947.00</u>

BE IT FURTHER RESOLVED THAT THE WORK WEEK FOR THE ABOVE CITY EMPLOYEES SHALL BE FORTY (40) HOURS AND THAT COMPENSATION TIME WILL BE ALLOWED AT THE RATE OF 1.5 TIMES THE HOURS WORKED WHEN REQUIRED TO WORK MORE THAN FORTY (40) HOURS IN A WEEK. COMPENSATION HOURS WILL BE AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR.

BE IT FURTHER RESOLVED THAT EACH FULL TIME EMPLOYEE WILL RECEIVE LONGEVITY PAY AT THE RATE OF \$4.00 PER MONTH, AFTER THREE (3) YEARS OF SERVICE WITH A CAP AT 20 YEARS. THIS WILL BE CALCULATED BASED ON JANUARY 1 OF EACH YEAR.

BE IT FURTHER RESOLVED THAT EACH FULL TIME EMPLOYEE WILL BE COMPENSATED A SUM OF \$2000.00 IN NOVEMBER OF EACH YEAR FOR HOLDING AT LEAST ONE STATE REQUIRED PROFESSIONAL LICENSES NECESSARY FOR THE PERFORMANCE OF THEIR DUTIES.

BE IT FURTHER RESOLVED THAT EACH FULL-TIME PERMANENT EMPLOYEE SHALL RECEIVE ONE (1) WEEK OF VACATION AFTER ONE (1) YEAR, TWO WEEKS AFTER TWO (2) YEARS OF EMPLOYMENT, THREE (3) WEEKS AFTER TEN (10) YEARS OF EMPLOYMENT AND FOUR WEEKS AFTER 20 YEARS.

BE IT BE FURTHER RESOLVED THAT EACH FULL-TIME PERMANENT EMPLOYEE SHALL BE ALLOWED TEN (10) DAYS ANNUAL PAID SICK LEAVE. SICK LEAVE MAY BE ACCUMULATED TO A MAXIMUM OF ONE HUNDRED (100) DAYS. ANY EMPLOYEE NOT USING SICK LEAVE WITHIN A TWELVE (12) MONTH PERIOD WILL RECEIVE 2 DAYS (16 HOURS) PAY. A PERSON LEAVING EMPLOYMENT WITH THE CITY OF CLARION WILL NOT RECEIVE COMPENSATION FOR UNUSED SICK LEAVE.

BE IT FURTHER RESOLVED THAT EACH FULL-TIME PERMANENT EMPLOYEE SHALL BE PAID FOR THE FOLLOWING HOLIDAYS; NEW -YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.

BE IT FURTHER RESOLVED THAT EACH FULL-TIME PERMANENT EMPLOYEE BE GRANTED TWO (2) PERSONAL LEAVE DAYS A YEAR.

BE IT FURTHER RESOLVED THAT EMPLOYEES ON WEEKEND CALL SHALL BE PAID AT A RATE OF \$12.50 PER DAY. WHILE ON CALL THEY SHALL HAVE CERTAIN RESPONSIBILITIES AS

DETERMINED BY THE CITY ADMINISTRATOR AND PUBLIC WORKS DIRECTOR. IF THEY SHALL BE REQUIRED TO DO ADDITIONAL WORK, THEY SHALL BE ALLOWED COMPENSATION TIME AT THE RATE OF 1.5 TIMES THEIR REGULAR HOURS.

BE IT FURTHER RESOLVED THAT THE CITY SHALL OFFER TO PAY \$4.25 PER MONTH TOWARDS THE COST OF A \$10000.00 LIFE INSURANCE POLICY FOR EACH FULL-TIME PERMANENT EMPLOYEE. THIS WOULD BE PAYROLL DEDUCTIBLE FOR COMPANIES LISTED ON THE CITY'S PAYROLL PROGRAM.

BE IT FURTHER RESOLVED THAT THE CITY WILL CONTINUE TO PROVIDE FOR EACH FULL-TIME PERMANENT EMPLOYEE, THE FULL SINGLE MEDICAL AND FAMILY DENTAL INSURANCE PREMIUM OFFERED BY THE CITY COUNCIL, AND 85 % OF THE DIFFERENCE BETWEEN SINGLE/EMPLOYEE SPOUSE PLAN, SINGLE/EMPLOYEE CHILD PLAN AND SINGLE/FAMILY PLAN A MONTH OFFERED BY THE CITY COUNCIL FOR EACH FULL-TIME CITY EMPLOYEE. A REVIEW OF INSURANCE COSTS WILL THEN DETERMINE FUTURE YEARS CITY PARTICIPATION. THE CITY WILL PAY THE ANNUAL, \$25.00 MEMBERSHIP FEE FOR THE EMPLOYEE'S H.S.A. ACCOUNT AT SECURITY SAVINGS BANK.

BE IT FURTHER RESOLVED THAT EACH FULL-TIME CITY EMPLOYEE WHICH HAS COMPLETED THE EMERGENCY MEDICAL TECHNICIAN EQUIVALENCE AND HAVING TAKEN AT LEAST 25 AMBULANCE RUNS BETWEEN JANUARY AND OCTOBER, WILL RECEIVE \$2000.00 ON THE FIRST PAY PERIOD OF NOVEMBER

BE IT FURTHER RESOLVED THAT THE CITY WILL SHARE EQUALLY (50%-50% UP TO A MAXIMUM OF \$200.00) WITH FULL-TIME PERMANENT EMPLOYEES OF THE STREET, WATER AND SEWER DEPARTMENTS IN THE COST OF NOT MORE THAN THREE (3) SETS OF UNIFORMS, ONE (1) PAIR OF WINTER COVERALLS OR COAT. ONE PAIR OF STEEL TOED SHOES WILL BE ALLOWED PER YEAR, WITH THE 50% OF THE EMPLOYEES SHARE BEING DEDUCTED FROM HIS/HER PAYROLL CHECK.

BE IT FURTHER RESOLVED THAT THE PERSONNEL POLICY AND PROCEDURES MANUAL SHALL BE THE GUIDELINES FOR THE CLARION CITY EMPLOYEES.

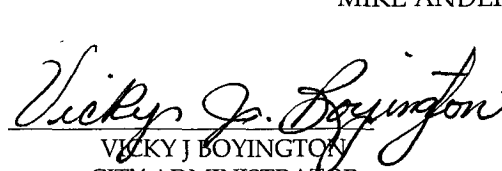
BE IT FURTHER RESOLVED THAT EACH FULL TIME EMPLOYEE WILL BE ALLOWED TO DONATE UNUSED VACATION AND SICK LEAVE WITH OTHER FULL TIME EMPLOYEE AS NEEDED FOR A FAMILY OR PERSONAL EMERGENCY SITUATION WITH APPROVAL OF THE ADVISORY TEAM CONSISTING OF THE POLICE CHIEF, CITY ADMINISTRATOR AND THE PUBLIC WORKS DIRECTOR.

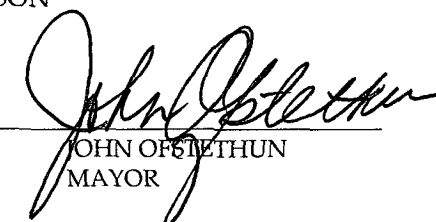
WHEREAS, THIS RESOLUTION WAS PASSED, APPROVED AND ADOPTED THIS 19 DAY OF JUNE 2006.

CLARION EMPLOYEES ORGANIZATION REPRESENTATIVE


JON DEVRIES


MIKE ANDERSON


VICKY J BOYINGTON
CITY ADMINISTRATOR


JOHN OFSTEDT
MAYOR